



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

11/26/2018

SUBJECT:

Approval of Amendment No. 2 to Consultant Agreement Between the City of Pacifica and Construction Testing Services, Inc., in the Amount of \$80,185 for the Wet Weather Equalization Basin Project Material Testing and Geotechnical Services

RECOMMENDED ACTION:

Approve Amendment No. 2 to the Consultant Agreement between the City of Pacifica and Construction Testing Services (Attachment 1), in the amount of \$80,185, for Material Testing and Geotechnical Services, in connection with the Wet Weather Equalization Basin Project; and authorize the City Manager to execute the amendment.

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BACKGROUND/DISCUSSION:

The Wet Weather Equalization Basin Project (Project) is one of the sewer capacity improvement projects recommended in the City of Pacifica Collection System Master Plan and mandated by the Cease and Desist Order issued by the California Regional Water Quality Control Board, as well as the Consent Decree with Our Children's Earth Foundation.

On May 22, 2017, the City Council approved the contract with Sierra Mountain Construction Incorporated (SMCI) to construct the Project. Due to the project's complexity, the City needed the services of a consultant that specializes in providing quality assurance special inspections, materials testing and geotechnical services during construction.

Staff issued the Request for Proposals (RFP) for quality assurance special inspections, materials testing and geotechnical services for the Project, and received responses from two firms - APEX Testing Labs (APEX) and Construction Testing Services, Inc (CTS). Staff evaluated the proposals received based on the following criteria:

- A. Responsiveness of the RFP submitted related to the scope of work.
- B. Proposer's written understanding of the proposed scope of work.
- C. Ability, capacity, and skill of Proposer to perform the services on a qualified and timely basis.
- D. Experience, expertise, and qualifications of the Proposer and its team members

- to be designated for this Project.
- E. The sufficiency of financial resources and ability of the Proposer to perform the scope of services.
 - F. The quality, availability, and adaptability of the Proposer's services as related to the proposed scope of work.
 - G. Proposer's success record on similar projects.

After staff's evaluation, it was unanimous that CTS is the better firm to perform the work. Furthermore, CTS is more familiar with the Project, having performed the geotechnical investigation during the pre-construction phase and staff was very satisfied with their work. On July 11, 2017, Council approved the agreement with CTS with an original contact amount of \$264,407.00.

Due to the project's complexity, and to insure quality workmanship and structural integrity, additional material testing and geotechnical services, as well as overtime inspections, associated with slurry wall construction, micropiles construction, dowel construction, and mat slab construction had to be done. These additional work were not part of the original contract scope. Amendment No. 1 to the agreement with CTS was approved by Council on September 10, 2018, in the amount of \$100,820.23 to cover these.

Currently, the EQ Basin Project is over 70 percent complete and the basin is ready to receive and contain about two million gallons of sewer. Amendment 2 is for additional services, not included in the original scope and Amendment No. 1. These additional tasks are as follows:

- 1) Additional special inspection required for each basin wall pours. Due to contractor's 'means and methods,' SMCI has requested multiple re-bar inspections on each wall pour. Instead of one inspection per wall section, there have been up to 3 inspections on certain wall sections.
- 2) SMCI has also spilt the basin wall pours to a total of six events; and each event requires up to two American Concrete Institute concrete inspectors. One inspector watches 'placement', while the second inspector collects the samples. Past experience with Quality Assurance and Quality Control issues on the wall pour warrants two inspectors to watch placement.
- 3) SMCI will be fabricating various basin components on site and this warrants welding inspections as needed.
- 4) SMCI has proposed an alternate means of installing the influent piping, using the guided bore method, instead of the original 'open excavation' method. The guided bore method includes numerous originating and receiving pits, with each pit requiring soil compaction testing. City's Construction Manager will be tracking this separate added expense related to SMCI's alternate method so it will get properly accounted for at the end of project.

Amendment No. 2 is for the amount of \$80,185. It will bring the total contract amount with CTS to \$445,412.23 (Original contract amount \$264,407.00 + Amendment No. 1 \$100,820.23 + Amendment No. 2 \$80,185). The City Manager recommends approval of Amendment No. 2 to ensure the continued quality of the construction of the Project.

ALTERNATIVE ACTION:

Council may choose not to approve Amendment No. 2 however, not having CTS performing inspections will not guarantee the quality of the construction of the EQ Basin. Therefore, does not recommend this alternative action.

RELATION TO CITY GOALS AND WORK PLAN:

Approval of the construction contract amendment is consistent with the following Council adopted Goals:

- ***Stewardship of City Infrastructure and Maintaining a Safe Community***: This project will repair City sewer collection system and would help reduce Inflow & Infiltration.

FISCAL IMPACT:

The additional fiscal impact will be in the amount of \$80,185. This will increase the contract amount with CTS to \$445,412.23 (Original contract amount \$264,407.00 + Amendment No. 1 \$100,820.23 + Amendment No. 2 \$80,185). No additional budget authority is being requested by staff as this amount can be covered by the approved project budget.

ORIGINATED BY:

Waste Water Treatment

ATTACHMENT LIST:

Attachment 1 - Second Amendment to Consultant Services Agreement (CTS) (PDF)